

PUEBLO

OF

JEMEZ



Reaffirmation and Amendment of the
PUEBLO OF JEMEZ
and
Los Alamos National Laboratory
Cooperative Agreement of November 14, 1994

Introduction

The Pueblo of Jemez and the Los Alamos National Laboratory consummated a Cooperative Agreement on November 14, 1994. On October 1, 1997 the University of California's new management contract, W-7405-ENG-36, with the Department of Energy for operation of the Laboratory went into effect. On November 1, 1997, Dr. John C. Browne became the new Director of the Laboratory.

Objective

It is the intent of the University of California and the Laboratory, under its new contract and new Laboratory Director to continue the implementation of the terms and conditions of the Agreement of November 14, 1994 and as amended with this Reaffirmation Agreement.

It is the intent of the Pueblo to continue the implementation of the terms and conditions of the Agreement of November 14, 1994, and as amended with this Reaffirmation Agreement, with the University of California and the Laboratory, under its new contract and new Laboratory Director.

Amendment

In accordance with Section VII, "Amendments", of the Cooperative Agreement, the Agreement of November 14, 1994 is hereby amended as follows:

Amendment No. 01-1997:

The Los Alamos National Laboratory is contracted by the University of California, a major educational institution. The Laboratory and the Pueblo understand that education is a key component that can enable the Pueblo to compatibly work with the Laboratory on complex issues associated with the University and the Pueblo to develop and implement educational opportunities that will enhance and strengthen the future relationship between the pueblo and the Laboratory.

Office Of The Governors

PO Box 100 • Jemez Pueblo • New Mexico • 87024

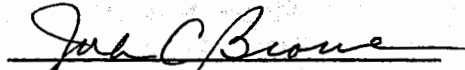
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Agreement for Reaffirmation and Amendment

With the signing of this document, the Laboratory Director, as an Officer of and on behalf of the Board of Regents of the University of California, hereby re-affirms the Cooperative Agreement of November 14, 1994 and all terms and conditions as specified in the Agreements and the Amendment of November 25, 1997.

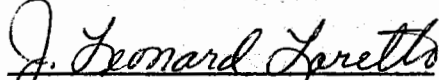
With the signing of this document, the Governor of the Pueblo-Laboratory Agreement on the dates shown by their signatures and agree to be bound by its commitments as of the effective date herein stated.

For the University of California Board of Regents and the Los Alamos National Laboratory:


John C. Browne, Director


11-25-97
Date

For the Pueblo of Jemez:

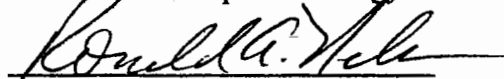

J. Leonard Loretto, Governor

11-25-97
Date

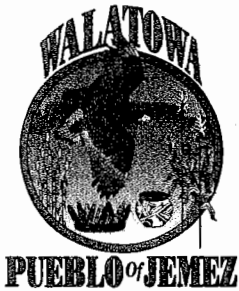
In Witness:


United States Dept. Of Energy

11-25-97
Date


University of California

11-25-97
Date



COOPERATIVE AGREEMENT
between the PUEBLO OF JEMEZ,
A FEDERALLY RECOGNIZED INDIAN TRIBE and the
UNIVERSITY OF CALIFORNIA as operator of the
LOS ALAMOS NATIONAL LABORATORY

I. PREAMBLE AND GUIDING PRINCIPLES

This COOPERATIVE AGREEMENT, with an effective date of November 14, 1994, is executed between the Pueblo of Jemez, a Federally recognized Indian Tribe, hereafter referred to as "the Pueblo," and the University of California, operating the Los Alamos National Laboratory, hereafter referred to as "Laboratory", under contract W7405-ENG-36 with the United States of America, hereafter referred to as "Department of Energy" or "DOE", in order to better achieve mutual goals through an improved relationship between the parties.

The Laboratory has the authority to enter into this COOPERATIVE AGREEMENT and conduct negotiations concerning issues of mutual concern with the Pueblo pursuant to its authority under its contract with DOE and the existing ACCORD between the Pueblo and DOE.

The Pueblo has authority, as recognized by the United States of America, to enter into this COOPERATIVE AGREEMENT and conduct negotiations concerning issues of mutual concern with the Laboratory in order to carry out its responsibilities under the ACCORD between the Pueblo and DOE.

The chief executive officer of the Laboratory is the Director. The Director is an officer of the University of California and as such has authority to enter into this COOPERATIVE AGREEMENT. His execution of this COOPERATIVE AGREEMENT is binding on the University of California in relation to the operation of Los Alamos National Laboratory.

The governing body of the Pueblo is the Tribal Council. The Governor of the Pueblo is chief executive officer. The Governor has been granted authority to enter into this COOPERATIVE AGREEMENT by Resolution of the Pueblo Tribal Council.

Consistent with Federal laws, as well as the existing ACCORD between the DOE and the Pueblo, the Laboratory acknowledges the sovereign status of the Pueblo as a government and the Laboratory recognizes and respects the continued existence of the Pueblo's government, values, and culture. The Pueblo acknowledges the value of the Laboratory's work to the citizens of the United States of America and recognizes and respects the continued existence of the Laboratory.

The Laboratory recognizes and respects the trust relationship between the federal government and the Pueblo, and understands that as a contractor to effectuate federal government programs, it has the responsibility to act consistently with that trust responsibility. The Laboratory respects the Pueblo's prehistoric, historic and on-going cultural relationship and interest in the present Los Alamos area, and acknowledges applicable relevant federal protections.

II. DEFINITIONS

"ACCORD" means the written agreement signed by the DOE and the Pueblo on December 8, 1992.

"COOPERATIVE AGREEMENT", shall mean this written agreement which states the basic understandings and commitments of the Laboratory and the Pueblo describing the general framework for their working together.

"CHARTER" for purposes of this COOPERATIVE AGREEMENT, is the agreement among the Pueblos of San Ildefonso, Cochiti and Jemez which governs inter-Pueblo rights and responsibilities in relation to the LOS ALAMOS PUEBLOS PROJECT.

"DIRECTOR" means the officer of the University of California, responsible for operation of the Los Alamos National Laboratory pursuant to the contract with DOE for that activity and purpose.

"GOVERNOR" is the Governor of the Pueblo of Jemez.

"LOS ALAMOS NATIONAL LABORATORY" or "the LABORATORY" is a facility of the Department of Energy, which is located in Los Alamos County, New Mexico, and which is operated by the Regents of the University of California pursuant to a contract with the Department of Energy.

"LOS ALAMOS PUEBLOS PROJECT" is the working group or team established pursuant to the ACCORD composed of authorized representatives of the Pueblos of San Ildefonso, Santa Clara, Cochiti and Jemez, and DOE and Laboratory representatives as appropriate.

"PARTIES" shall mean the Laboratory and the Pueblo.

"SECRETARY" is the Secretary of the United States Department of Energy.

"TRIBAL COUNCIL", for purposes of this COOPERATIVE AGREEMENT, is the Tribal Council of the Pueblo of Jemez.

III. PURPOSES AND OBJECTIVES

This COOPERATIVE AGREEMENT formalizes a relationship between the Laboratory and the Pueblo, consistent with federal law, as well as the ACCORD entered into by the Pueblo and DOE on December 8, 1992, and DOE policies issued by the Secretary on November 29, 1991, and May 18, 1994, together with White House Memorandum issued April 29, 1994. This relationship respects the sovereignty of the Pueblo and affirms the trust relationship of the United States of America towards the Pueblo as a federally recognized tribe.

This COOPERATIVE AGREEMENT is intended to:

Build confidence and trust and to improve communication between the parties by establishing **and institutionalizing** the context, goals and means for providing meaningful participation of and consultation with the Pueblo in Laboratory activities including, but not limited to evaluation of proposed or on-going actions, decisions or implementing programs, to enable the Pueblo to determine the effect, if any, on Pueblo environment, safety, health, or religious and/or culturally significant matters;

Develop a more open and participatory relationship in which the parties will make available to each other information, not otherwise restricted by law, on facilities, and programs, that could affect the other;

Develop a long-term working relationship between the Laboratory and the Pueblo in addressing and developing resolutions to environmental, safety, health, cultural and economic issues, while assessing and evaluating the effects of the Laboratory's operations as they relate to the concerns of the Pueblo;

Assist the Pueblo to contribute to evaluation of environmental and cultural issues associated with operations at DOE facilities at Los Alamos, New Mexico;

Establish mechanisms to provide meaningful participation and consultation by the Laboratory in decisions for on-going activities and planning new activities of the Pueblo of interest to the Laboratory.

Establish mechanisms to provide meaningful participation and consultation by the Pueblo in decisions for on going activities and planning new activities of the Laboratory of interest to the Pueblo;

Establish mechanisms to inform each other in a proactive and timely manner of any issues of concern as to the activities of the other. Successful interaction and dialogue will enable the parties to understand issues important to the welfare of the other, and will allow them to participate in the decision-making process when significant actions of one affect the interests of the other and to interact with each other in a climate fostering trust and cooperation.

Both the Pueblo and the Laboratory will identify and seek to remove impediments to working directly and effectively with each other. Each party will work with its contractors or consultants that have tasks which may affect the other to clarify their roles and responsibilities as they relate to the other.

Both the Laboratory and the Pueblo will incorporate the principles of this COOPERATIVE AGREEMENT into their long-term planning and management processes.

The parties agree to work toward more efficient and beneficial communications to enhance participation in ongoing activities, long-range planning and decisions and their implementation, which may affect the interests of the other.

Finally, the parties to this COOPERATIVE AGREEMENT share a desire for a complete understanding between the Laboratory and the Pueblo reflecting a full working relationship

and the parties will work with all elements of the Laboratory and the Pueblo to achieve such an understanding.

IV. IMPLEMENTATION PROCESS AND RESPONSIBILITIES

The Los Alamos Pueblos Project has been established to carry out the purposes and objectives of this COOPERATIVE AGREEMENT.

The Los Alamos Pueblos Project meets regularly to establish goals, objectives and delineation of tasks relating to implementation of the principles of the Accord and to identify obstacles to the achievement of its goals, objectives and tasks. When appropriate, the Laboratory will participate in the Los Alamos Pueblos Project meetings to resolve issues in accordance with this COOPERATIVE AGREEMENT.

The Parties agree to provide meaningful participation and consultation opportunities to each other to assure that concerns are met prior to either party taking actions, making decisions or implementing programs that might reasonably be expected to affect the other.

The Parties agree to annually set out a work plan targeting certain areas as priorities for collaborative activity during that year, subject to additional mutually acceptable actions that may be undertaken as a result of the on-going consultation process. The Parties agree that Attachment A to this agreement lists topics that shall be discussed in formulating the Work Plan for the first year.

The Laboratory acknowledges that meaningful Pueblo participation in the Los Alamos Pueblos Project requires access to accurate information concerning the Los Alamos National Laboratory and related Laboratory activities, and the resources to take actions which are necessitated by Laboratory actions affecting the interests of the Pueblo. The Laboratory agrees to support the Pueblo's efforts to obtain funding from appropriate government agencies and to identify and facilitate ways in which the Laboratory might subcontract with the Pueblo and Pueblo-based businesses, including subcontracting on a preferential basis to the extent allowed by federal law.

The Parties recognize that implementation of this COOPERATIVE AGREEMENT will require a comprehensive effort to educate members and officials of the Pueblo and agents, employees, and subcontractors of the Laboratory and other interested Federal, State and County agencies of the relationship between the Laboratory and the Pueblo.

The Parties recognize that a key principle of their relationship is a requirement that individuals working to resolve issues of mutual concern are accountable to act in a manner consistent with this COOPERATIVE AGREEMENT. In furtherance of this principle, the Stakeholder Involvement Office of the Laboratory shall be responsible to the Director for implementation of this COOPERATIVE AGREEMENT. Pursuant to the Laboratory's contract with DOE, the Laboratory is responsible for implementation of this COOPERATIVE AGREEMENT in the spirit of the ACCORD between the Pueblo and DOE. Pursuant to the Pueblo's sovereignty and the Charter of the Pueblo members of the Los Alamos Pueblos Project, the Pueblo representative is accountable to the Pueblo's Tribal Council and Governor. The Director shall, in good faith, use his executive discretion to help implement the relationship between the Laboratory and the Pueblo. The Governor shall, in good faith, use his discretion to implement that relationship.

V. RESERVATION OF RIGHTS

In executing this COOPERATIVE AGREEMENT, neither party waives any rights, including, but not limited to, treaty rights, immunities, including sovereign immunities, or jurisdictional defenses or defenses based on other laws protecting status. Neither does this COOPERATIVE AGREEMENT diminish any rights or protection afforded other Indian persons or entities under state or Federal law.

VI. DISPUTES

While the relationship described by this COOPERATIVE AGREEMENT increases the ability of the parties to solve problems, it likely will not resolve all issues. Therefore, the COOPERATIVE AGREEMENT does not affect the right of each party to elevate any disputed issue, which is being considered by the Los Alamos Pueblos Project, to a higher decision-making authority including the Director, the Tribal Council, or the Governor and to defer to that decision-making authority when appropriate.

VII. AMENDMENTS

This COOPERATIVE AGREEMENT may be amended by mutual written agreement between the Pueblo and Laboratory.

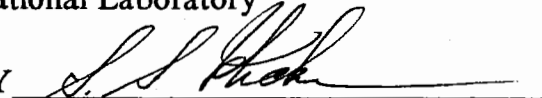
VIII. LIMITATIONS

This COOPERATIVE AGREEMENT shall yield to the ACCORD and any other Agreement between the DOE and the Pueblo, if there is any conflict between the terms stated here and those in any agreement between DOE and the Pueblo.

NOW, THEREFORE, the signatory parties have executed this COOPERATIVE AGREEMENT on the dates shown by their signatures and agreed to be duly bound by its commitments as of the effective date hereinbefore stated.

REGENTS OF THE UNIVERSITY OF CALIFORNIA as operator of the Los Alamos National Laboratory

BY

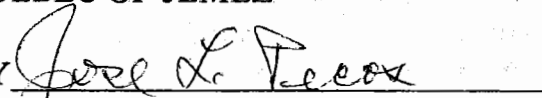


S.S. HECKER, Director

11-14-94
Date

PUEBLO OF JEMEZ

BY

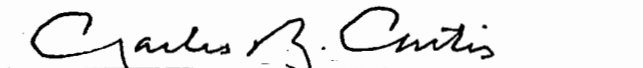


Jose L. Pecos, Governor

11-14-94
Date

WITNESSED by
United States of America
Department of Energy

by



Charles B. Curtis
Under Secretary

COOPERATIVE AGREEMENT

November 11, 1994

ATTACHMENT A

1. Collaborative evaluation and implementation of new technologies;
2. Pueblo participation in health and safety matters;
3. Pueblo participation in Laboratory activities concerning the Site-Wide Environmental Impact Statement and other National Environmental Policy Act so as to adequately assess the potential impacts of activities on the Pueblo;
4. Pueblo participation in environmental restoration, waste and environmental planning and management;
5. Enhancement of Pueblo involvement in wildlife and cultural resource areas;
6. Pueblo participation in informing the community of on-going Laboratory activities;
7. Establishment of an education forum on environmental activities for interested community members;
8. Development of sufficient Pueblo infrastructure and economic structure to take advantage of opportunities to participate in Laboratory activities; and
9. Pueblo participation in Federal Facilities Compliance Act follow-up.
10. Development of strategy for joint-cooperative educational effort.



ACCORD
between the
PUEBLO OF JEMEZ, A FEDERALLY RECOGNIZED INDIAN TRIBE
and the
UNITED STATES DEPARTMENT OF ENERGY

I. PREAMBLE AND GUIDING PRINCIPLES

This ACCORD, with an effective date of December 15, 1992, is executed between the Pueblo of Jemez, a Federally recognized Indian Tribe, hereafter referred to as "the Pueblo," through its Governor, and the United States Department of Energy, an Executive Department of the United States of America, hereafter referred to as "DOE," through its Assistant Secretary on behalf of the Secretary, in order to better achieve mutual goals through an improved relationship between the parties. The Assistant Secretary has program authority for carrying out Department of Energy missions and functions authorized by the Atomic Energy Act of 1954 and has overall administrative responsibility for the Los Alamos National Laboratory. His execution of this ACCORD is binding on the Department of Energy as a whole.

This ACCORD provides the framework for a government-to-government relationship between the parties and procedures to assure implementation of that relationship.

resources and will avoid unnecessary interference with traditional practices.

DOE will identify and seek to remove impediments to working directly and effectively with the Pueblo on DOE programs. DOE will work with other Federal agencies and State and local agencies that have responsibilities related to activities at the Los Alamos National Laboratory to clarify the roles and responsibilities of such organizations which appear to be conflicting or overlapping as they relate to the Pueblo. DOE will also work with its contractors and subcontractors, including the University of California, that have, from time to time, responsibilities related to activities at the Los Alamos National Laboratory to clarify their roles and responsibilities as they relate to the Pueblo.

DOE will incorporate the principles of this ACCORD into its long-term planning and management processes.

Finally, the parties to this ACCORD share a desire for a complete understanding between DOE and the Pueblo reflecting a full government-to-government relationship and the parties will work with all elements of DOE and the Pueblo to achieve such an understanding.

II. DEFINITIONS

"ACCORD," for purposes of this ACCORD, shall mean a written agreement stating the basic understandings and commitments of the parties and describing the general framework for their working together.

Each party to this ACCORD respects the sovereignty of the other. Consistent with Federal laws, DOE acknowledges that the sovereign character of the Pueblo gives it the authority to govern and DOE recognizes and respects the continued existence of the Pueblo's government, values, and culture.

DOE has authority to enter into this ACCORD and conduct negotiations concerning issues of mutual concern with the Pueblo pursuant to Public Law 95-91 and other applicable law. The Pueblo has authority, as recognized by the United States of America, to enter into this ACCORD and conduct negotiations concerning issues of mutual concern with DOE.

DOE recognizes that a trust relationship derives from the historical relationship between the Federal government and American Indian Tribes as expressed in certain treaties and Federal Indian law.

DOE will consult with the Pueblo to assure that tribal rights, responsibilities, and concerns are addressed prior to the DOE taking actions, making decisions, or implementing programs that may affect the Pueblo.

Consistent with Federal laws, including the American Indian Religious Freedom Act (Public Law 95-341), DOE, through its Albuquerque Field Office, its Los Alamos Area Office, and other DOE organizations, including DOE Headquarters as appropriate, will consult with the Pueblo about the potential impacts of proposed actions on the Pueblo and its cultural, religious and environmental

"ASSISTANT SECRETARY," for purposes of this ACCORD, shall mean the DOE Assistant Secretary for Defense Programs, who is the Department of Energy's principal secretarial officer with line management responsibility for and accountability for both DOE Headquarters and field operations related to the Los Alamos National Laboratory.

"CHAPTER," for purposes of this ACCORD, is the agreement among the Pueblos of San Ildefonso, Santa Clara, Cochiti, and Jemez which governs inter-Pueblo rights and responsibilities in relation to the LOS ALAMOS-PUEBLO PROJECT.

"GOVERNOR" is the Governor of the Pueblo of Jemez "LOS ALAMOS NATIONAL LABORATORY" is a facility of the Department of Energy, which is located in Los Alamos County, New Mexico, and which is operated by The Regents of the University of California pursuant to a contract with the Department of Energy.

"LOS ALAMOS-PUEBLO PROJECT" is the working group or team established pursuant to this ACCORD composed of authorized representatives of the Pueblos of San Ildefonso, Santa Clara, Cochiti, and Jemez and DOE.

"SECRETARY" is the Secretary of the United States Department of Energy.

"TRIBAL COUNCIL", for purposes of this ACCORD, is the Tribal Council of the Pueblo of Jemez.

III. PARTIES

The parties to this ACCORD are DOE and the Pueblo.

IV. PURPOSES AND OBJECTIVES

This ACCORD formalizes the government-to-government relationship between DOE and the Pueblo, a relationship consistent with DOE policy issued by the Secretary on November 29, 1991. This relationship respects the sovereignty of the Pueblo and affirms the trust relationship of the United States of America towards the Pueblo as a Federally recognized tribe.

This ACCORD is intended to build confidence and trust and to improve communication between the parties in the government-to-government relationship by outlining the process for implementing the relationship and by institutionalizing the relationship within the organizations represented by the parties.

This ACCORD provides the foundation and framework for developing agreements between the parties to address and resolve specific issues of mutual concern.

This ACCORD will assure that the Pueblo, through participation in the Los Alamos-Pueblo Project, has access to information which is not otherwise restricted by law and resources necessary for the Pueblo to participate meaningfully in DOE activities prior to DOE taking actions, making decisions, or implementing programs that may affect the interests of the Pueblo.

V. IMPLEMENTATION PROCESS AND RESPONSIBILITIES

The parties have established the Los Alamos-Pueblo Project to carry out the purposes and objectives of this ACCORD.

The Pueblo has already approved, or will approve in the near future, a Resolution accepting the Charter which authorizes the participation of Pueblo representatives in the Los Alamos-Pueblo Project. The Pueblo will participate in negotiations and other discussions with DOE through the Los Alamos-Pueblo Project with representatives from other Pueblos which have adopted the Charter.

The parties agree that the Los Alamos-Pueblo Project shall meet regularly to establish goals, objectives and delineation of tasks relating to implementation of the principles of this ACCORD and to identify obstacles to the achievement of those goals, objectives and tasks.

The parties agree to work toward more efficient and beneficial communications to enhance participation by the Pueblo in DOE actions, including but not limited to, on-going activities, long-range planning, and decisions and their implementation, which may affect the interests of the Pueblo.

DOE acknowledges that meaningful Pueblo participation in DOE actions and in the Los Alamos Pueblo-Project requires access to accurate information concerning the Los Alamos National Laboratory and other related DOE activities, the resources to independently verify the validity of the information received, as well as its consequences to the Pueblo, and the resources to take actions which are necessitated by DOE actions affecting the interests of the Pueblo.

DOE also acknowledges that meaningful participation requires access to monetary resources beyond that available to the Pueblo at this time. DOE agrees to pursue funding for the Pueblo for these purposes.

The parties recognize that implementation of this ACCORD will require a comprehensive effort to educate members and officials of the Pueblo and agents, employees, contractors, and subcontractors of DOE and other interested Federal, State, and County agencies of the government-to-government relationship between DOE and the Pueblo. The parties agree to develop strategies for carrying out this educational effort.

The parties recognize that a key principle of their relationship is a requirement that individuals working to resolve issues of mutual concern are accountable to act in a manner consistent with this ACCORD. In furtherance of this principle, the Area Manager of the DOE Los Alamos Area Office shall be accountable to the Assistant Secretary, who shall, in turn, be accountable to the Secretary, for implementation of this ACCORD. Pursuant to the Charter of Pueblo members of the Los Alamos-Pueblo Project, the Pueblo representative is accountable to the Pueblo's Tribal Council and the Governor.

As a component of the system of accountability, the parties agree that the Los Alamos-Pueblo Project will review and evaluate, on an annual basis, the Los Alamos-Pueblo Project's ability to

implement the government-to-government relationship and to prepare for the Secretary and the Tribal Council an annual report summarizing this evaluation.

The Secretary shall, in good faith, use his executive discretion to help implement the government-to-government relationship. The Governor shall, in good faith, use his discretion to implement the government-to-government relationship.

VI. RESERVATION OF RIGHTS

In executing this ACCORD, neither party waives any rights, including, but not limited to, treaty rights, immunities, including sovereign immunities, or jurisdictional defenses or defenses based on other law protecting status. Neither does this ACCORD diminish any rights or protection afforded other Indian persons or entities under state or Federal law.

Except as otherwise provided herein, nothing in this ACCORD creates, nor shall be construed to create, any right of action by either party against the other.

VII. DISPUTES

While the relationship described by this ACCORD increases the ability of the parties to solve problems, it likely will not resolve all issues. Therefore, the ACCORD does not affect the right of each party to elevate any disputed issue, which is being considered by the Los Alamos-Pueblo Project, to a higher decision-

making authority of another party, and to defer to that decision-making authority, including, when appropriate, to the Secretary, the Tribal Council, or the Governor.

VIII. AMENDMENT

This ACCORD may be amended by mutual written agreement between the Pueblo and DOE.

NOW, THEREFORE, the signatory parties have executed this ACCORD on the dates shown by their signatures and agreed to be duly bound by its commitments as of the effective date hereinbefore stated.

UNITED STATES DEPARTMENT OF ENERGY

BY: Richard A. Claytor
Richard A. Claytor, Assistant
Secretary for Defense Programs

DATE: Dec. 8, 1992

PUEBLO OF JEMEZ

BY: Vincent B. Toya, 2nd Lt. Gov. DATE: Dec. 8, 1992
for Joe V. Cajero, Governor

APPROVED AS TO FORM:
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

BY: Sidney Mills
Sidney Mills, Area Director

DATE: 12-11-92